

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO**

In re: David K. Holman, Jr.,	:	
Joy E. Holman,	:	Case No. 10-50785
	:	
Debtors.	:	Chapter 13
	:	
SSN# xxx-xx-2117	:	Judge Caldwell
xxx-xx-6803	:	

**DEBTORS' OBJECTION TO AMENDED PROOF OF CLAIM #13 FILED BY
AMERICAN HONDA FINANCE CORP.**

Now come the debtors, David and Joy Holman ("Debtors"), through the undersigned counsel to file their objection to Amended Proof of Claim #13 filed on or about June 5, 2012, by American Honda Finance Corp. ("Honda"), P.O. Box 168088 Irving, TX 75016-8088. Debtors request that the Court deny the claim in full.

This case was filed on January 28, 2010, and the Chapter 13 Plan ("Plan") was confirmed on June 10, 2010. Around this time Debtors were in possession of a 2009 Honda Civic (the "Vehicle") that was subject to a lease agreement (the "Lease"). On March 19, 2010, American Honda Finance Corp. ("Honda") filed a Proof of Claim on the Lease Agreement. Honda claimed the amount due as of the date of filing of the case was \$9,582.30. This balance consisted of 26 monthly payments of \$368.55, pursuant to the terms of the Lease. The Trustee made all payments due to Honda pursuant to the confirmed Chapter 13 Plan and Honda's Proof of Claim. Throughout this time Debtors had only possessory rights in the Vehicle, subject to the terms of the Lease.

Upon termination of the Lease, no balance was due and the Vehicle was returned to Honda.

Honda now alleges a deficiency claim of \$3,742.45. Honda appears to be treating this situation as an early termination under the terms of the Lease. That is completely inaccurate. The Debtors proposed to pay the lease payments pursuant to their Chapter 13 Plan. The Plan was confirmed with no objection from Honda. Those payments were made by the Trustee, and there remains no balance due owed by the Debtors or by the co-borrower, Jeannie Harsh, who is protected by the co-debtor stay pursuant to 11 U.S.C. §1301.

For the aforementioned reasons, there is no basis for Honda's deficiency claim and the Debtors request that the Court deny Honda's claim in full, and order that the Lease in question was paid in full and that no amounts remain due to Honda by the Debtors or the co-borrower Jeannie Harsh.

Submitted By:

/s/ Graham D. Guthrie
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